

AO 120 (Rev. 3/04)

To:	Mail Stop 8 Director of the U.S. Patent and Trademark Office P.O. Box 1450 Alexandria, VA 22313-1450	REPORT ON THE FILING OR DETERMINATION OF AN ACTION REGARDING A PATENT OR TRADEMARK
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In Compliance with 35 § 290 and/or 15 U.S.C. § 1116 you are hereby advised that a court action has been filed in the U.S. District Court District of Nebraska on the following: X Patents or ___ Trademarks:

DOCKET NO.	DATE FILED	US District Court District of Nebraska
4:11-cv-03068-RGK -CRZ	5/5/11	Lincoln, NE
PLAINTIFF		DEFENDANT
Mixing & Mass Transfer Technologies, LLC		City of Lincoln et al.
PATENT OR TRADEMARK NO.	PATENT OR TRADEMARK NO.	PATENT OR TRADEMARK NO.
1. See complaint attached.	6.	11.
2. <u>5,811,009</u>	7.	12.
3.	8.	13.
4.	9.	14.
5.	10.	15.

In the above-entitled case, the following patents(s)/ trademark(s) have been included:

DATE INCLUDED	INCLUDED BY	
	___ Amendment ___ Answer ___ Cross Bill ___ Other Pleading	
PATENT OR TRADEMARK NO.	PATENT OR TRADEMARK NO.	PATENT OR TRADEMARK NO.
1.	6.	11.
2.	7.	12.
3.	8.	13.
4.	9.	14.
5.	10.	15.

In the above-entitled case, the following decision has been rendered or judgment issued:

DECISION/JUDGMENT

CLERK	(BY) DEPUTY CLERK	DATE
Denise M. Lucks	s/ JSF	5/10/11

Copy 1—Upon initiation of action, mail this copy to Director

Copy 2—Upon filing document adding patent(s), mail this copy to Director

Copy 3—Upon termination of action, mail this copy to Director

Copy 4—Case file copy

IN THE UNITED STATES DISTRICT COURT
DISTRICT OF NEBRASKA

MIXING & MASS TRANSFER
TECHNOLOGIES, LLC,

Plaintiff,

v.

HDR, INC. and
CITY OF LINCOLN, NEBRASKA,

Defendants.

Case No.

COMPLAINT
(JURY TRIAL DEMANDED)

COMES NOW Plaintiff, Mixing & Mass Transfer Technologies, LLC, by and through its counsel, Cline Williams Wright Johnson & Oldfather, L.L.P, and files the within Complaint for Infringement of Patent, and avers as follows:

1. This is an action for patent infringement under the United States Patent Laws, 35 U.S.C. 271, et. seq.

2. Plaintiff Mixing & Mass Transfer Technologies, LLC ("m²t") is a limited liability corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with a principal place of business at 141 Blackberry Lane, Boalsburg, Pennsylvania and is engaged in the activity of designing and engineering, constructing and operating waste water treatment facilities.

3. Defendant HDR Inc. ("HDR") is a for-profit corporation with a principal place of business at 8404 Indian Hills Drive, Omaha, Nebraska 68114-4098 and is engaged in the business of providing architectural, engineering, and consulting services.

4. Defendant City of Lincoln ("the City") is a municipality located within the County of Lancaster, Nebraska.

5. This Court has jurisdiction over this Complaint for infringement of patent pursuant to 28 U.S.C. §§ 1331 and 1338.

6. The District of Nebraska is the proper venue for this action pursuant to 28 U.S.C. § 1400(b) because the Defendants have committed acts of infringement in Lincoln, Nebraska, and the City also regularly conducts business in Lincoln, Nebraska.

7. On September 22, 1998, United States Patent No. 5,811,009 (the "Patent") was duly and legally issued to Dr. Peter Kos ("the Inventor") for an invention ("the Invention") entitled: "Method and System for Improved Biological Nitrification of Wastewater at Low Temperature." The Inventor is the owner of the Patent.

8. The Inventor exclusively licensed the Patent to Lotepro Corporation ("Lotepro") pursuant to a written patent license agreement (the "Lotepro Agreement"), a copy of which is attached hereto as Exhibit "A".

9. Lotepro assigned the Patent's exclusive license to m²t on December 31, 2001, pursuant to a written Asset Acquisition Agreement. A copy of the Asset Acquisition Agreement, together with its relevant schedules and exhibits (collectively the "Asset Acquisition Agreement"), is attached hereto as Exhibit "B".

10. In accordance with the Lotepro Agreement, the Inventor consented in writing to Lotepro's assignment of the Patent's exclusive license to m²t. A copy of the Inventor's consent is attached hereto as Exhibit "C".

11. m²t has acquired and continues to maintain the sole and exclusive right to bring suits to enforce the Patent, and the right to recover damages arising from infringement thereof, by virtue of the Lotepro Agreement, the Asset Acquisition Agreement, and its exclusive license to practice the Patent. A copy of an Acknowledgment of the Inventor establishing m²t's sole and exclusive right to enforce the Patent is attached hereto as Exhibit "D".

12. In 2006, m²t became aware that HDR had designed for the City a wastewater treatment facility at its Theresa Street Water Treatment Facility ("TSWTF") that would infringe the Patent.

13. m²t had presented the terms of a patent license agreement to Defendant the City from late 2006 through June 2009; however, as of July 4, 2009, Defendants did not accept these offers (see letters attached as Exhibit "E").

14. m²t notified Defendant the City of the infringement by way of letter dated July 18, 2005, and, on June 29, 2009, m²t offered Defendant the City a final opportunity to license the rights to the Patent. Copies of the letters are attached hereto as Exhibit "F".

15. Defendants have continued to willfully and deliberately infringe the Patent by designing, constructing and operating the TSWTF in a manner that infringes that Patent, and are thereby making, selling, and using, or offering for

sale, or contributing to the use by others, and/or inducing others to use said facilities, methods, systems and products that infringe the Patent, products embodying the patented invention, and will continue to do so unless enjoined by this Court.

16. As a direct and proximate consequence of Defendants' actions in infringing the Patent, and/or inducing another to infringe, and/or contributing to the infringement of the Patent, m²t has suffered, and will continue to suffer, damages and harm in an amount not yet determined, for which m²t is entitled to relief from the Court.

WHEREFORE, Plaintiff Mixing & Mass Transfer Technologies, LLC respectfully requests that this Court grant:

- (a) treble (triple) damages based upon the willful nature of Defendants' infringement pursuant to 35 U.S.C. § 284;
- (b) an Order requiring Defendants to pay all Plaintiff's attorneys' fees for the discovery and prosecution of this action pursuant to 35 U.S.C. § 285;
- (c) compensatory damages under 35 U.S.C. § 284;
- (d) an accounting for damages based upon Plaintiff's lost potential royalties pursuant to 35 U.S.C. § 284, and all gains, profits, advantages, and unjust enrichment;
- (e) prejudgment interest on compensatory damages pursuant to 35 U.S.C. § 284; and
- (f) such other damages or remedies that the Court may deem appropriate.

REQUEST FOR PLACE OF TRIAL

Pursuant to NECivR 40.1(b), Plaintiff respectfully requests trial of this matter at Lincoln.